



Finance and Administrative Services Department • Purchasing Division
500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540 • 650-903-6324 • FAX 650-968-5472

August 23, 2010

Insert Company Name Here

REQUEST FOR PROPOSALS FOR PREMANUFACTURED RESTROOM AT DOG PARK,
NO. R110718

The City of Mountain View invites your submittal of a proposal to provide the above-referenced goods and/or services according to the attached specifications, terms and conditions. Please complete this proposal as instructed below and return to the City at the address specified below and by the date due for proposal submittals.

TO: Chris Hartje, Supervising Buyer
City of Mountain View
500 Castro Street
Mountain View, CA 94041
or
P.O. Box 7540
Mountain View, CA 94039-7540

The undersigned proposes to furnish to the City of Mountain View goods and/or services as defined herein for the prices shown herein in accordance with the specifications, terms and conditions attached hereto.

This Request for Proposals includes the following sections:

- Section 1: Instructions for Submitting Bids (Pages 1 - 2)
- Section 2: Terms and Conditions (Pages 3 - 10)
- Section 3: Specifications (Pages 11 - 18)
- Section 4: Site Map (Page 19)

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SECTION 1: INSTRUCTIONS FOR SUBMITTING BIDS

1. **Date Due:** 4:00 PM, Tuesday, October 5, 2010

2. **Preproposal Conference/Walk-Through:**

☒ Required ☐ Not Required

If required, the date, time and location of the preproposal conference/walk-through will be noted below. If required, the Vendor must attend the preproposal conference/walk-through to ensure that the Vendor is completely familiar with the work requested. The Administrative Services Manager may waive this requirement if, in the opinion of the Administrative Services Manager, the Vendor is familiar with the job.

The preproposal conference/walk-through will be held from 10 a.m. to 12 p.m. on Tuesday, September 21, 2010, beginning at the Dog Park, end of North Shoreline Boulevard, corner of Shoreline Blvd. and North Rd. Mountain View, California 94043.

3. **Questions:** Call the person named above at (650) 903-6324 for questions regarding this proposal process.

4. **Reply Format:** The entire proposal form, including all attachments, must be returned by the due date to the above address. Vendors must submit three (3) copies of the proposal. Please minimize the bulk of your proposal by only submitting one (1) copy of standard brochures and materials. You are free to organize your proposal as you wish, as long as it includes the requested information and all of the forms included in this Request for Proposals (RFP) are completed as required. Vendors must number all pages of any attachments to the RFP and reference page and paragraph number of the RFP for all comments to the RFP. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in this Request for Proposals. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

The proposal must include at least four (4) references of recent similar work experience, preferably for city governments. These references must include a contact person, phone number, length of time with the reference and brief description of the work/deliverables performed. The proposal must also include the Vendor's: most recent audited financial statements; number of years in business; description of any current ongoing litigation and who the litigation is with; number of employees in Northern California (listed by type of job category); business organization chart; ownership of your company; resumé of owner,

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president and/or top managers; and particular information regarding the individual who will be responsible for the work/deliverables requested in this RFP.

5. **Responsiveness and Selection Process:** The decision for selection will be made on a combination of criteria, including: total cost (including ongoing operating costs) and proposed value; similar successful experience; project management approach; technical merit; documented experience of employees to be involved with this service; quality and completeness of proposal; proof of warranty and repair services; degree and number of exceptions to specifications; proof of equivalency; flexibility and ability to be proactive; Vendor's ability to start the required services in a timely fashion; perception of company stability; and, if requested, oral presentation and tour of current similar work sites.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the Administrative Services Manager and may be made in any manner that best meets the needs of the City.

6. **Proposed Contract:** If one of the attachments to this RFP is a proposed contract, then the City intends to use the contract form in awarding this RFP. Vendors should review the terms and conditions contained in the contract and must note any exceptions, additions or modifications they would propose. Blanket substitution of the Vendor's standard contract for the City's proposed contract will not be permitted. If there is no attachment of a proposed contract, then the City plans to use the terms and conditions listed herein. If the Vendor desires to include additional terms and conditions, those terms and conditions to be added must be included in the Vendor's proposal and must be in a format easily readable by the City, to be at least 12-point type in black ink on white paper.

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SECTION II: TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**

☐ Required ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

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5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this proposal.

Upon award, pricing shall be held firm through the duration of the agreement.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, the representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired within three (3) days at the City's location during the warranty period at no expense to the City.

7. **Prevailing Wages:**

☐ Required ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall

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pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license. At a minimum, a class A General Engineering Contractor or Class B General Building Contractor is required.

Contractor's License No.: _____

Date of Expiration: _____

Type of License: _____

Description of License: _____

10. **Ownership and Collusion – Financial Interest by City Employees:** The bidder certifies, by signing this proposal, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this proposal. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
11. **Independent Contractor:** It is agreed that the Vendor is an independent contractor, and all persons working for or under the direction of the Vendor are Vendor's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of the City.
12. **Assignment:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
13. **Termination:** The City may terminate this Agreement at any time with ten (10) days' written notice. The City will only pay for goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis, with the City only paying for those services actually provided.
14. **Funding Out Clause:** The City may terminate this Agreement every June 30, based upon the City Council not funding the purchase of goods or services to be provided in this Agreement after each July 1.

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15. **Nondiscrimination.** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
16. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
17. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
18. **Insurance:**
 - a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.
 - b. **Professional Liability Insurance:**

☐ Required ☒ Not Required

If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.
 - c. **Workers' Compensation Insurance:** The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

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- d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
- e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
- f. Other Insurance Provisions:
 - (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
 - (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
 - (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
 - (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
 - (5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
 - (6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and

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without further notice to Vendor, City may deduct from sums due to
Vendor any premium costs advanced by City for such insurance.

19. **Hold Harmless:**

a. If Professional Liability Insurance **IS** required:

Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

b. If Professional Liability Insurance **IS NOT** required:

Vendor shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

20. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.

21. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

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22. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
23. **Bid Schedule:**
24. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions, the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name

Street Address of Company

Signature of Officer

City, State, Zip

Printed Name of Officer

Telephone No./Fax No.

Title of Officer

Federal I.D. Tax Number

AS-10^(RFP)
(Rev. 7/12/05)

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PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of 4 references where work of a similar size and nature was performed within the 5 years. This will enable the City of Mountain View to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided:

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided:

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided:

Client Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Date of Project (when was work performed) _____ Email address: _____
Describe what product or service was provided:

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Section 3: Specifications

WORK TO BE PERFORMED:

FURNISH AND INSTALL A PRE-ENGINEERED, PRE-MANUFACTURED MODULAR REST ROOM FACILITY WITH INTEGRATED CONCRETE SLAB AT MOUNTAIN VIEW DOG PARK.

Section 1- Summary

This project is to manufacture a pre-engineered modular rest room facility which is to be trucked to the Mountain View Dog Park, lifted by crane and placed at the site, and connected to existing utilities at the site (water, sewer and electric). Payment for the building shall include full compensation for furnishing all labor, materials, tools, expertise and equipment, including, but not limited to, design of the facility (a single unisex rest room facility with a toilet and urinal and janitor/storage room with said facility having an integral concrete slab), preparing shop drawings, obtaining City approval of the shop drawings and design of the facility, applying for a City building permit, fabricating and assembling the rest room facility, transporting the rest room assembly to the site, securing the rest room assembly with its integrated slab to the site so as to provide for the connection of plumbing utilities, furnishing said assembly with plumbing fixtures and accessories, furnishing electrical and landfill gas detection systems, and, except for connection to the on-site manhole which is the responsibility of the City, doing all incidentals necessary to provide the City a complete and functional rest room facility ready for use.

Section 2 – Permits and Licenses

Contractors who bid this project are to be licensed in accordance with the provisions of the “Contractors License Law”, Chapter 9 of Division 3 of the State Business and Professions Code. In addition, at the time of submitting the bid, the Contractor must have one of the following classifications of contractor’s licenses: Class A (General Engineering Contractor) or Class B (General Building Contractor). The Contractor and all subcontractors shall have or obtain a City of Mountain View business license prior to beginning work on this project. The Contractor shall, at the Contractor’s own cost, obtain all other necessary permits including, but not limited to, a City building permit (no fee required) for the work. The Contractor shall comply with the requirements of all permits. Permit application fees and the cost of compliance shall be included in the Contractor’s bid for the project, and no additional compensation will be made therefor.

Section 3 – Contractor Pre-Qualifications

In addition, as a prerequisite to bidding the work included herein, the Contractor is required to demonstrate that it has performed at least two projects involving work of a similar scope. This requirement is intended to minimize risk in both the manufacture and installation of this type of facility. . The actual installation of the facility is likely to be scheduled with the Project Manager.

Section 4 – Quality Assurance

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All materials and workmanship shall comply with the following:

- A. Americans with Disabilities Act.
- B. Applicable Uniform Building, Electrical, Mechanical and Plumbing Codes.
- C. Applicable Sections of the American Society for Testing and Materials.
- D. City of Mountain View Standard Provisions and Details.
- E. Applicable Federal, State and local codes.
- F. In case of conflict, the more stringent condition shall apply.

Section 5 – Initial Submittal

The Contractor shall submit, with its proposal for this project, a drawing of the proposed facility which includes front and side elevations, a floor plan and notes which indicate items furnished by others.

Section 6 - Job Specifications

The following are specifications for the project.

Design, shop drawings (3) and details for the pre-engineered, pre-manufactured, non-habitable, unisex restroom service building, with integral slab, shall be submitted to the City for approval within thirty days after award. The shop drawings and details shall be stamped and signed by a Registered Civil Engineer licensed to practice in the State of California.

The building included in the base bid shall be a factory-constructed unit, complete with plumbing, able to fit in the space provided, consisting of the following materials:

- a. Wall and roof framing may be of either wood (DF#2 or better) or metal, except for sill plates of pressure-treated wood, redwood or galvanized metal.
- b. Roof shall be standing seam metal and shall be dark green, with color to be approved by the City.
- c. The building shall have an integral pre-stressed concrete waterproof slab and the floor shall have a slight texture to prevent slipping.
- d. The unisex facility shall be sized so as to comply with ADA requirements, and the building shall also include a small utility chase/janitorial and restroom supplies closet with its door opening on a wall other than the entrance to the unisex restroom.
- e. Interior walls shall be minimum 3/32" thick, white fiberglass reinforce plastic (FRP), graffiti resistant, Class "A" fire retardant, one continuous sheet corner to corner, floor to top of wall, over 1/2" plywood glued and nailed/screwed to the framing with galvanized nails/screws.
- f. Exterior walls shall be horizontal, re-sawn, cedar clapboards (1 x 6), nailed/screwed to the framing with galvanized nails/screws and shall be painted with Kelly Moore Acrylic Shield (Flat) 1240-333 MIX 01-2599, or approved equal (prior City approval of the color sample required); the side walls shall be latticed to provide sufficient ventilation for the unisex restroom and the utility chase/janitorial supply closet.
- g. Exterior trim shall be 1x exterior grade lumber and shall be painted with Kelly Moore 1250-150 Mallard Green, or approved equal. (prior City approval of the color sample required).

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- h. Restroom door shall be metal clad flush with steel frames, commercial grade hinges, vandal-resistant, push/pull stainless steel plates, locksets keyed to City master key. Locksets shall be Best 93K Series, W. A. Keyway, or approved equal. The door to the restroom shall also have a self-closure. A molded plastic sign in compliance with ADA requirements shall be installed on or adjacent to the door.
- i. Toilet shall be vitreous china, tank type, floor mounted, low consumption, gravity flush, elongated rim, with heavy-duty solid plastic open front seat, manufactured by American Standard, Kohler or approved equal.
- j. Urinal shall be vitreous china, wall mounted with concealed flush valve, low consumption, manufactured by American Standard, Kohler or approved equal, with a High Density Polyethylene urinal screen.
- k. Lavatory shall be vitreous china, wall mounted with self-closing faucet, manufactured by American Standard, Kohler or approved equal.
- l. Grab bars shall be 36" and 42" stainless steel with concealed fasteners, manufactured by Bobrick, or approved equal.
- m. Two toilet paper dispensers shall be provided as follows: stainless steel, three roll holder with locking device and fastened to wall with stainless steel vandal resistant screws, manufactured by Royce Rolls, or approved equal.
- n. Two paper towel dispensers shall be provided as follows: stainless steel, manufactured by Bobrick (B-262), or approved equal.
- o. Soap dispenser shall be stainless steel, for use with liquid soap, manufactured by Bobrick (B-4112) or approved equal.
- p. Mirror shall be 24" x 36" "rimless" stainless steel, fastened with stainless steel vandal resistant screws.
- q. Water supply shall be Type "L" copper.
- r. Sanitary pipe shall be PVC SDR-35.
- s. Water service shall conform to requirements of Section 34 "Water Service Installation" of the City's Standard Provisions, with underground water service run to be of 1" PVC schedule 40 pipe conforming to ASTM D-1785 and backflow preventor conforming to Section 34-02.09 (Water Service Prevention Devices" of the City's Standard Provisions.
- t. Electrical service shall be extended from the adjacent electric service control structure and shall conform to the requirements of Pacific Gas and Electric Company's "Electric and Gas Service Requirements, 2001" and shall include conduit seal-offs for explosion-proofing.
- u. Interior lights (one for the rest room and one for the utility chase/janitorial supply closet) shall be fluorescent bulbs, injection molded polycarbonate lenses, and 160 gauge cold rolled steel with corrosion-resistant white baked-on enamel finish and tamper-resistant head screws, manufactured by DayBrite-Vigilante, or approved equal.
- v. Toilet seat cover dispenser: Bobrick (B-221), or approved equal.

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21190. CIWMB - Postclosure Land Use. (T14:Section 17796)

Due to the location of the site within 1,000 of a closed landfill, the following requirements of Section 21190 California Code of Regulations shall be met:

The Dog Park Restroom is planned to be constructed essentially the same as the 2004 Unisex Restroom at the Practice Range. Based on the design plans and the ability to provide adequate venting, it was determined that the structure satisfactorily met the intent of the regulations and therefore, CCR, Title 27, Section 21190 (g) (6) which requires automatic methane gas sensors to be installed, was not necessary for the 2004 Unisex Restroom at the Practice Range. The same may apply to the Dog Park Restroom however Santa Clara County Department of Environmental Health can not make a confirmation until they receive detailed plans. Bidders are encouraged to contact Ms. Danielle Lynn (408) 918 1963 at the Santa Clara County Department of Environmental Health for any and all determinations concerning design equivalency.

The structure will be required to meet all other specifications of CCR Title 27, Section 21190.

(a) Proposed post closure land uses shall be designed and maintained to:

- (1) protect public health and safety and prevent damage to structures, roads, utilities and gas monitoring and control systems;
- (2) prevent public contact with waste, landfill gas and leachate;
- (3) prevent landfill gas explosions.

(b) The site design shall consider one or more proposed uses of the site toward which the operator will direct its efforts, or shall show development as open space, graded to harmonize with the setting and landscaped with native shrubbery or low maintenance ground cover.

(c) All proposed postclosure land uses, other than non-irrigated open space, on sites implementing closure or on closed sites shall be submitted to the EA, RWQCB, local air district and local land use agency. The EA shall review and approve proposed postclosure land uses if the project involves structures within 1,000 feet of the disposal area, structures on top of waste, modification of the low permeability layer, or irrigation over waste.

(d) Construction on the site shall maintain the integrity of the final cover, drainage and erosion control systems, and gas monitoring and control systems. The owner or operator shall demonstrate to the satisfaction of the EA that the activities will not pose a threat to public health and safety and the environment. Any proposed modification or replacement of the low permeability layer of the final cover shall begin upon approval by the EA, and the RWQCB.

(e) Construction of structural improvements on top of landfilled areas during the postclosure period shall meet the following conditions:

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- (1) automatic methane gas sensors, designed to trigger an audible alarm when methane concentrations are detected, shall be installed in all buildings;
 - (2) enclosed basement construction is prohibited;
 - (3) buildings shall be constructed to mitigate the effects of gas accumulation, which may include an active gas collection or passive vent systems;
 - (4) buildings and utilities shall be constructed to mitigate the effects of differential settlement. All utility connections shall be designed with flexible connections and utility collars;
 - (5) utilities shall not be installed in or below any low permeability layer of final cover;
 - (6) pilings shall not be installed in or through any bottom liner unless approved by the RWQCB;
 - (7) if pilings are installed in or through the low permeability layer of final cover, then the low permeability layer must be replaced or repaired;
 - (8) periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with section 20933 of Article 6, of Subchapter 4 of this Chapter.
- (f) The EA may require that an additional soil layer or building pad be placed on the final cover prior to construction to protect the integrity and function of the various layers of final cover.
- (g) All on site construction within 1,000 feet of the boundary of any disposal area shall be designed and constructed in accordance with the following, or in accordance with an equivalent design which will prevent gas migration into the building, unless an exemption has been issued:
- (1) a geomembrane or equivalent system with low permeability to landfill gas shall be installed between the concrete floor slab of the building and subgrade;
 - (2) a permeable layer of open graded material of clean aggregate with a minimum thickness of 12 inches shall be installed between the geomembrane and the subgrade or slab;
 - (3) a geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer;

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- (4) perforated venting pipes shall be installed within the permeable layer, and shall be designed to operate without clogging;
- (5) the venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system;
- (6) automatic methane gas sensors shall be installed within the permeable gas layer, and inside the building to trigger an audible alarm when methane gas concentrations are detected;
- (7) periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with Article 6, of Subchapter 4 of this chapter (section 20920 et seq.).

Section 8 – Schedule of Work

The Selected Contractor shall submit shop drawings to the City within twenty working days of notification of award. During City review of the shop drawings Contractor shall thoroughly inspect the site to verify existing surface conditions affecting the work. Contractor shall submit samples of paint colors for the metal roof and cedar siding and any requests for substitute items concurrently with said shop drawings.

The Contractor shall coordinate the installation of plumbing connections exterior to the building (see enclosed site plan) with the City's Wastewater Supervisor, who will supervise City staff in making the exterior connection to the nearby sewer and one inch water line. The Contractor shall be responsible for verification of where utility connections (sewer and water) are to be made, and making provision for interior electrical lighting and necessary methane gas detection system elements.

Upon approval of the shop drawings, the Contractor shall prepare the site to accommodate the approved building. The site is currently 3" aggregate base over engineered fill. Depending upon the thickness of the integral slab provided with the rest room facility, it is anticipated that the Contractor would prepare the site by excavating to the necessary depth, installing the necessary geotextile membrane, and installing the permeable layer (with Schedule 80 perforated venting pipes) as a 12" clean (Class 2) aggregate base. Pipes and conduits in the integral slab shall exit the slab to a Christy box or other approved trenching. The depth of excavation shall be adjusted so that the building, when installed, will have a lip of about 1" – 2" at the floor line from grade.

The Contractor shall make arrangements to truck the pre-engineered, pre-manufactured unisex rest room facility to the site for placement and installation within forty-five working days of approval of shop drawings by the City.

The Contractor shall coordinate and complete site utility connections (water, sewer and electrical) within ten working days from placement of the building on the site.

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Section 9 – Access to the Site

Access to Mountain View Dog Park is by way of U. S. 101 and North Shoreline Boulevard. The Dog Park is at the corner of Shoreline Blvd. and North Rd.

Section 10 – Site Conditions

The site is level with a three inch aggregate base. The underlying soil is engineered fill.

Section 11 – Liability for Damages

The Contractor shall promptly repair, replace, restore or rebuild, as the City may determine, any areas in which the Contractor's operations have caused damage to the job site or adjacent areas. This provision will be strictly enforced by the City.

Section 12 – Clean-up

The Contractor shall remove all debris, trash, surplus materials and equipment from the job sites at the end of each day of work. An area for storage of materials and equipment shall be provided for Contractor's use while the work is being undertaken, and this area shall be maintained in a neat and orderly manner. The Contractor shall promptly remove all trash, debris, surplus materials and equipment from Shoreline Golf Links upon completion of the work.

Section 13 – Schedule for the Work

Work shall be completed within ninety (90) days after receipt of a Purchase Order executed by the City.

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Section 14 - Bids

Bids are solicited on a lump sum price basis for entire scope of work included herein as the Base Bid.

BASE BID

<u>Qty</u>	<u>Description</u>	<u>Lump Sum</u>
1 LOT	Furnish and install pre-engineered, pre-manufactured modular unisex rest room facility at the Shoreline Dog Park, as provided in the terms of the Bidding and in compliance with the project specifications.	\$_____
Total Base Bid		\$_____

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